

**IT Professional Technical Services
Master Contract Program
T#: 502TS**

**Statement of Work (SOW)
For Technology Services
Issued By**

Minnesota Department of Agriculture

**Project Title: Compliance Information System Staff
Augmentation**

**Service Category:
Web Design & Development – HTML/XML/DHTML CSS
Javascript**

Business Need

The Minnesota Department of Agriculture (MDA) is seeking Professional/Technical Services to augment staff for ongoing development of MDA's Compliance Information System (CIS). The CIS is a multi-year effort to streamline and optimize compliance business processes, to create consistency in workflow management, to automate manual processes, to standardize data capture, and to provide flexible reporting capabilities.

The deployment of the CIS application is scheduled for additional business units this fall/winter 2009. The CIS project is currently staffed with very qualified personnel, but we have a need to augment this staff with one (1) additional skilled technical resource to ensure development, testing, and deployment continues to meet schedule.

The Contract Vendor will work closely with MDA's project manager and technical staff for work direction and deliverables.

This Statement of Work does not obligate the State to award a contract. Furthermore, the State reserves the right to cancel this solicitation if it is in its best interest.

Project Deliverables

- The selected Contract Vendor will be responsible on an as-required basis to complete the assigned tasks
- Participate in meetings related to development and functionality of the CIS application
- Analyze and aid in problem solving for in-scope tasks
- Provide technical expertise and support in the development and documentation of work deliverables

Project Milestones and Schedule

- The Contract Vendor's work will commence as soon as a contract is in place.
- The contract is expected to expire on or before December 31, 2009. The state reserves the right to start and stop work activities during the contract period. Contractor Vendor shall only engage in the work as authorized by MDA.

Project Environment (State Resources)

The project steering team's members include executive and business sponsors, Project Manager, business and technology leads, and a dedicated development team consisting of three Programmer/Analysts. The Contract Vendor is required to work collaboratively with the project team members. The Technology Lead is the primary contact for work direction.

The technology environment includes, but is not limited to:

- Presence BMP
- IBM DB2 UDB versions 9.1 & 8.2
- Tomcat
- Webshpere 6

The selected Contract Vendor is required to perform work on site at MDA's main office located at: Orville Freeman Office Building, 625 Robert Street North, Saint Paul, Minnesota 55155. The MDA will provide workstation and workspace for the Contract Vendor.

Agency Project Requirements

The Contract Vendor must meet MDA requirements, including:

- MDA will have the primary responsibility for application design
- Compliance with MDA's development and documentation standards

Responsibilities Expected of the Selected Vendor

Address expectations such as:

- Familiarize themselves with the Presence BMP workflow technology
- Produce all deliverables specified to the satisfaction of MDA
- Participate in the development activities, such as design and code reviews
- Participate in testing and defect resolution as required
- Provide detailed design documentation as required

Contract Vendor Qualifications:

Contract Vendor responding to this Statement of Work must be on the State Master Contract and previously qualified in service category "Web Design & Development – HTML/XML/DHTML CSS Javascript.

Required Skills

Required minimum qualifications:

- Software development experience using HTML/XML/DHTML CSS Javascript (minimum 3 years)
- Code and design review knowledge and experience (minimum 2 years)

Desired Skills

- Ability and experience working as part of a software development team (minimum 2 years)
- Experience working with workflow technology, preferably Presence BPM (minimum 1 year)

Process Schedule

- | | |
|--|------------------------|
| • Deadline for Questions | 7/31/2009, 2:00 PM CDT |
| • Posted Response to Questions | 8/04/2009, 2:00 PM CDT |
| • Proposals due | 8/07/2009, 2:00 PM CDT |
| • Anticipated proposal evaluation begins | 8/10/2009, 9:00 AM CDT |
| • Anticipated proposal evaluation & decision | 8/12/2009, 3:00 PM CDT |

Questions

Any questions regarding this Statement of Work should be submitted via email according to the schedule above to:

Name: Larry Palmer, CIO
Department: MN Department of Agriculture
Email Address: Larry.Palmer@state.mn.us

Please type “**Staff Augmentation Statement of Work**” in the subject line of the email.

Questions and answers will be posted on the Office of Enterprise Technology website by 8/04/2009, 2 PM CDT (www.oet.state.mn.us).

SOW Evaluation Process

Each Contract Vendor response will be evaluated based on the following criteria:

- Contract Vendor background and reference (10%)
- Candidate expertise-skill sets and experience (45%)
- Experience with workflow technology (10%)
- Candidate references (5%)
- Cost (30%)

Response Requirements

The responses to this Statement of Work must be in Microsoft Word or Adobe PDF format, and include the following:

- Cover letter (1-2 pages) that contains
 - a) Brief corporate overview
 - b) Candidate(s) name proposed, including individual hourly rates
 - c) Corporate references (3)
- Candidate Resume(s) (maximum of 3)
- Brief candidate overview detailing individual candidate skills and experience
- Candidate references (3 per candidate – may be included on resume)
- Required forms to be returned or additional provisions that must be included in proposal:
 - a) Affidavit of non-collusion
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
 - b) Immigration Status Certification (required for engagements over \$50,000)
<http://www.mmd.admin.state.mn.us/doc/immstatcert.doc>
 - c) Location of Service Disclosure
<http://www.mmd.admin.state.mn.us/Doc/ForeignOutsourcingDisclosureCertification.doc>
 - d) Certification Regarding Lobbying
<http://www.mmd.admin.state.mn.us/doc/lobbying.doc>

Proposal Submission Instructions

All responses are due at the time specified in the Process Schedule by email to the following address:

Larry.Palmer@state.mn.us

Late responses will not be considered. All costs incurred in responding to this Statement of Work will be borne by the responder.

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of a this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Liability

Indemnification and Hold Harmless

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830,

certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be currently certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

Sample Work Order

STATE OF MINNESOTA IT Professional Technical Services Master Contract Program Work Order

This work order is between the State of Minnesota, acting through its _____ ("State") and _____ ("Contractor"). This work order is issued under the authority of Master Contract T-Number 902TS, CFMS Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order

1 Term of Work Order

1.1 Effective date: _____, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 Expiration date: _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor's Duties

The Contractor, who is not a state employee, will: _____ [Thorough Description of Tasks/Duties]

3 Consideration and Payment

3.1 Consideration. The State will pay for all services performed by the Contractor under this work order as follows:

A. *Compensation.* The Contractor will be paid as follows: _____ [For example; Resource Type hourly rate]

Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed \$_____.

Total Obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed \$_____.

3.2 Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:_____

4 Authorized Representatives

The State's Authorized Representative is _____. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is _____. If the Contractor's Authorized Representative changes at any time during this work order, the Authorized Representative must immediately notify the State.

5 Nonvisual Access Standards

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

6 **Liability** *[Insert selected language]*

1. STATE ENCUMBRANCE VERIFICATION

*Individual certifies that funds have been encumbered as
Stat.
required by Minn. Stat. §§16A.15 and 16C.05.*

Signed: _____

Date: _____

CFMS Contract No. B- _____ Object Code: _____

Date: _____

2. CONTRACTOR

The Contractor certifies that the appropriate person(s)
have executed the contract on behalf of the Contractor as
required by applicable articles or bylaws.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

*Individual certifies the applicable provisions of Minn.
§16C.08, subdivisions 2 and 3 are reaffirmed.*

By:

(with delegated authority)

Title:
